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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 1st June 2010

No.4506-li/1(BH)-23/2006—L.E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 22nd October 2009 in I. D. Case No.30 of 2006 of the Presiding Officer, Labour Court, Sambalpur to whom the Industrial Dispute between the Management of Shri Sadhu Charan Sarangi, Contractor of M/s. Orissa Polyfibres Ltd., Baulpur, Dhenkanal and their workman Shri Baikuntha Behera was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE COURT OF PRESIDING OFFICER, LABOUR COURT, SAMBALPUR
INDUSTRIAL DISPUTES CASE No.30 OF 2006

Dated the 22nd October, 2009

Present :

Miss Sarojini Mahapatra, M.A. LL.B.,
Presiding Officer, Labour Court,
Sambalpur.

Between :

The Management of Shri Sadhu Charan Sarangi, ... First-party Management
Contractor of M/s. Orissa Polyfibres Ltd., Baulpur,
Dhenkanal.

And

Its worman Shri Baikuntha Behera, ... Second-party Workman
S/o. Mangula Behera,
Village Shyamaghanpur,
P.O. Brajarajpur,
P. S. Ranapur, Dist. Nayagarh.

Appearances :

None	. .	For the First-party Management
Self	. .	For the Second-party Workman

AWARD

The Government of Orissa in the Labour & Employment Department, have in exercise of power conferred upon them by sub-section (5) of Section 12 read with Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act., 1947 referred the following matter in dispute for adjudication by this Court.

“Whether the termination of services of Shri Baikuntha Behera, workman with effect from 10-5-2005 by Shri Sadhu Charan Sarangi, Contractor of M/s. Orissa Polyfibres Ltd., Baulpur, Dhenkanal is legal and/or justified ? If not, what relief Shri Behera is entitled to ?”

2. As per the statement of claim filed by the second-party, Shri Baikuntha Behera, the second-party being a workman had been working under different contractors such as (1) Shri Sudhakar Sahu, (2) Shri Jagannath Behera, (3) Shri Sadananda Sahu (4) Shri Rabinarayan Sahu and (5) Shri Sadhu Charan Sarangi of M/s. Orissa Polyfibres Ltd., Baulpur, Dhenkanal since the year 1996. Further it is alleged that the second-party workman was working continuously under the first-party since the date of appointment till the date of his illegal retrenchment on 9-3-2005. The second-party being a workman working as a contract labour under Shri Sadhu Charan Sarangi (the first-party) contractor of M/s. Orissa Polyfibres Ltd., Baulpur, Dhenkanal was a sincere, obedient and hard worker. On 8-3-2005 the first-party gave a false and fabricated allegation that the second-party on 7-3-2005 at 8-30 P.M. entered to the Fctory canteen on some false plea in a drunken condition and scolded and abused Shri Kabi Khuntia, Helper who was on duty and assaulted him by his shoes.

3. Further it is alleged from the statement of claim that the first-party on 8-3-2005 called for explanation and in response to the same and second-party submitted his reply to the said explanation mentioning that the allegation against him was false and fabricated. The worman was on 7-3-2005 at 8-30 P.M. never entered to the factory canteen in a drunken condition and scolded and abused Shri Kabi Khuntia, Helper who was on duty and also he has not assaulted him by his shoes.

The second-party workman claims that he was terminated from his service with effect from 10-5-2005 which is illegal and immoral and also opposed to public policy and also affect the natural justice of the society. The second-party workman Shri Baikuntha Behera filed a complaint petition on dated 17-12-2005 before the Conciliation Officer alleging that he was suspended by his Contractor Shri Sadhu Charan Sarangi, the first-party without any reason and demanded for his reinstatement in service alongwith the payment of his subsistance allowance. The Conciliation Officer tried for amicable settlement but could not be succeeded. So the Conciliation Officer submitted the report to the Government and others U/s. 12 (4) of the Industrial Disputes Act., 1947. As alleged during the course of enquiry by D. I. G., the second-party workman came to know that he had been terminated from service. On taking such steps of termination of the workman from his service neither he had been served one month notice nor any compensation as provided under the provision of the Industrial Disputes Act., 1947 was made nor he had been paid other legal dues. Due to illegal termination of

service, the second-party remained unemployed in spite of his best efforts and he is leading a miserable life under vicious circle of poverty without any source of income. So the woman second-party prayed that the termination of the second-party workman be declared as illegal and void *ab initio*. The first-party contractor be directed to reinstate the workman with full back wages and all service benefits and also prayed for other relief.

4. The first-party contractor Shri Sadhu Charan Sarangi has sent written statement with copy by post. Subsequently the first-party did not appear personally nor taken any steps in the court despite of notice served on him. So the first-party is set *ex parte*. On 9-10-2009 and the *ex parte* hearing of the case was taken up on 9-10-2009.

5. On behalf of the second-party he was examined himself as M.W.1. He has stated in his evidence that he was working under different contractors such as Sarbashri Sudhakar Sahu, Jagannath Behera, Sadananda Sahu, Rabinarayan Sahu and Sadhu Charan Sarangi of M/s. Orissa Polyfibres Ltd., Baulpur, Dhenkanal since the year 1996. He has very clearly stated that he was working under the first-party management contractor till the date of his illegal termination from service on 9-3-2005. He being the workman was working under the first-party contractor sincerely and obediently. He was a hard worker. All on a sudden on 8-3-2005 the first-party gave a false and fabricated allegation against the workman second-party, i.e., on 7-3-2005 about 8-30 P.M. the workman entered to the factory canteen on some plea in a drunken condition and scolded and abused Shri Kabi Khuntia, Helper who was on duty and assaulted him by his shoes. Being called for explanation by the contractor, the workman submitted an explanation stating that the alleged allegation against him was false and fabricated. The second-party workman on 7-3-2005 at about 8-30 P.M. never entered in the factory canteen in a drunken condition and never scolded Shri Kabi Khuntia, Helper nor assaulted him while he was on duty.

6. The workman claims that the allegation against him are false and fabricated and the first-party contractor terminated him from his job violating the provisions of the Industrial Disputes Act., 1947 and Contract Labour Act., 1970. Further he (workman) has stated in his evidence that the first-party contractor has not paid any compensation at the time of termination of his service. Moreover he claims that the termination of second-party by the first-party is illegal and improper.

7. Although, the first-party has filed written statement, but he did not turn up to the Court to adduce evidence, if any to prove his case that the termination of service of the second-party workman with effect from 10-5-2005 is legal and proper. The evidence of the second-party is unchallenged. So, it has been clearly proved by the second-party workman that the termination of his service of the workman with effect from 10-5-2005 by Shri Sadhu Charan Sarangi (the first-party Contractor) of M/s. Orissa Polyfibres Ltd., Baulpur, Dhenkanal is illegal and unjustified and was done in violation of Section 25-F of the Industrial Disputes Act., 1947. The first-party is bound to reinstate the second-party in his job which he was doing at the time of his termination with full back wages forthwith. There is nothing to disbelieve on the statement of claim of the second-party woman. Hence the following award :—

AWARD

The reference is disposed of *ex parte* against the first-party management that in the circumstances without any cost. The termination of service of Shri Baikuntha Behera, workman

with effect from 10-5-2005 by Shri Sadhu Charan Sarangi, Contractor of M/s. Orissa Polyfibres Ltd., Baulpur, Dhenkanal is illegal and unjustified. The first-party contractor is directed to reinstate the workman in the respective job with full back wages within 30 days of publication of judgement in the *Orissa Gazette*. The first-party contractor is also directed to give full back wages to the second-party workman from the date of his termination till the date of reinstatement.

Dictated & corrected by me.

S. MAHAPATRA
22-10-2009
Presiding Officer
Labour Court
Sambalpur.

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22-10-2009
Presiding Officer
Labour Court
Sambalpur.

By order of the Governor
K. C. BASKE
Under-Secretary to Government